

**IN THE MATTER BEFORE THE BOARD
OF THE COMPETITION AND CONSUMER
PROTECTION COMMISSION**

BETWEEN

Mr. Chikonde Chama

COMPLAINANT

AND

**Douglie Aluminium &
Contractors (Z) Limited**

RESPONDENT

BEFORE:

**Commissioner Angela Kafunda
Commissioner Sikambala M. Musune
Commissioner Derrick Sikombe
Commissioner Pelmel H. Bonda
Commissioner Bishop Dr. Wilfred Chiyesu
Commissioner Onesmus Mudenda**

**- Chairperson
- Vice Chairperson
- Member
- Member
- Member
- Member**

DECISION

Below is a summary of the facts and findings presented by the Commission to the Board of the Commission following investigations carried out in the above case.

Introduction and Relevant Background

It was submitted that:

1. On 2nd January 2025, the Competition and Consumer Protection Commission (“the Commission”) received a complaint from Mr. Chikonde Chama (“the Complainant”) against Douglie Aluminium & Contractors Zambia Limited (“the Respondent”). Specifically, the Complainant alleged that on 2nd August 2024, he engaged the Respondent for the supply and installation of an aluminium window (6 meters high, 6 meters wide, and 5 millimetres thick) at the cost of K69,840.00. The Complainant alleged that the Respondent issued him a 5% discount thus, reducing the total cost of supplying and installing the aluminium window to

K66,348.00.¹ The Complainant alleged that he paid the Respondent a total of K33,174.00 in instalments of K20,000.00 on 25th September 2024, K6,000.00 on 13th November 2024 and K7,174.00 on 14th November 2024; respectively. **(See Annex 1)**. The Complainant alleged that the Respondent later informed him that they could not install the aluminium window as the 5-millimetre glass that they had indicated on the quotation was inaccurate thus if they were to install the window, the glass would either collapse or break.

2. The Complainant further alleged that on 26th November 2024, the Respondent proceeded to issue him a second quotation of K126,000.00 for the supply and installation of the window with a thicker glass of 6.38 millimetres; however, on 28th November 2024, the Respondent issued him a third quotation reducing the supply and installation amount of the 6.38 millimetres glass from K126,000.00 to K100,800.00. **(See Annex 2)**. The Complainant alleged that he requested for a refund from the Respondent as the amount charged for the supply and installation of the window had increased from K66,348.00 to K126,000.00 then revised to K100,800.00. The Complainant further alleged that the Respondent had informed him that the window that they intended to install was going to be fitted by adjoining two windows together with silicon. The Complainant alleged that he was not comfortable with the use of silicon to fit the window. The Complainant therefore demanded that the Respondent refunds him K33,174.00.

Legal Contravention and Assessment Tests

Legal Contravention

It was submitted that:

3. The alleged conduct appeared to be in contravention of Section 49(5) of the Competition and Consumer Protection Act No. 24 of 2010, as amended by Act No. 21 of 2023 (“the Act”).
4. Section 49(5) of the Act states that:

“A person or an enterprise shall supply a service to a consumer with reasonable care and skill or within a reasonable time or, if a specific time was agreed, within a reasonable period around the agreed time.”
5. Section 49(6) of the Act states that:

¹ WhatsApp conversation between the Complainant and the Commission dated 2nd July 2025

“A person who, or an enterprise which, contravenes subsection (5) is liable to pay the Commission a penalty not exceeding ten percent of that person’s or enterprise’s annual turnover”.

6. Section 49(7) of the Act states that:

“In addition to the penalty under subsection (6), a person or an enterprise shall, within fourteen days of the provision of the service concerned, refund the consumer the money paid for the service or perform the service to a reasonable standard”.

Assessment Tests

For the purposes of Section 49 (1) of the Act, the following assessments tests were used;

It was submitted that:

7. Whether Dougline Aluminium & Contractors Zambia Limited was a “person” or an “enterprise”;
8. Whether Mr. Chikonde Chama was a consumer;
9. Whether Dougline Aluminium & Contractors Zambia Limited supplied a particular service to a consumer; and
10. Whether Dougline Aluminium & Contractors Zambia Limited supplied a service to the consumer with reasonable care and skill or within a reasonable time or; if a specific time was agreed, within a reasonable period around the agreed time.

Investigations Conducted

It was submitted that:

11. The Respondent was duly served the Notice of Investigation (NoI) and its accompanying letter on the Respondent on 26th February 2025. ***(See Annex 4)***.
12. The Commission reviewed the Complainant’s proof of payment; WhatsApp conversations between the Complainant and the Respondent; and also reviewed the Complainant’s quotations.

Findings

The Parties

The Complainant

It was submitted that:

13. The Complainant was Mr. Chikonde Chama, a resident of Chamba Valley in Lusaka.² Section 2 of the Act defined a consumer as, “*any person who purchases or offers to purchase goods or services otherwise than for the purpose of re-sale, but does not include a person who purchases goods or services for the purpose of using the goods or services in the production and manufacture of any other goods for sale, or the provision of another service for remuneration*”.³ In view of the above definition, the Complainant qualified as a consumer as envisaged under the Act as he made a part payment to the Respondent to install aluminium windows at his residence for his personal use.⁴

The Respondent

It was submitted that:

14. The Respondent was Dougline Aluminium & Contractors Zambia Limited, situated in Lusaka and operating at the Corner of Mzilikazi and Maunda Road, Emmasdale, Lusaka. The Respondent was a registered company (registration number **120110090598**) with the Patents and Companies Registration Agency (“PACRA”).⁵ According to Section 2 of the Act, an “enterprise” meant, “*a firm, partnership, joint-venture, corporation, company, association and other juridical persons, which engage in commercial activities, and includes their branches, subsidiaries, affiliates or other entities, directly or indirectly, controlled by them*”. Therefore, the Respondent was an enterprise as envisaged under the Act as they were a company that engaged in commercial activities of retail sale of construction materials and supply of construction services.⁶

² Form IV dated 2nd January 2025

³ Competition and Consumer Protection Act, No. 24 of 2010 as amended by Act number 21 of 2023 (“the Act”)

⁴ Complainant’s proof of payment dated 25th September 2024, 13th November 2024 and 14th November 2024

⁵ PACRA search on 3rd April 2025

⁶ Complainant’s quotations issued by the Respondent dated 2nd August 2024, 26th November 2024 and 28th November 2024

Submissions from the Respondent⁷

It was submitted that:

15. There were no submissions received from the Respondent despite the NoI having been duly served on them on 26th February 2025. Non-response to the NoI constitutes a violation of Section 55(4)(a) of the Act. **(see annex 1)**
16. Section 55(4)(a) of the Act read, *“For the purpose of an investigation under this section, the Commission may, by notice in writing served on any person, require that person to furnish to the Commission, in a statement signed by that person or, in the case of a body corporate, by a director or member or other competent officer, employee or agent of the body corporate, within the time and in the manner specified in the notice, any information pertaining to any matter specified in the notice which the Commission considers relevant to the investigation.”*
17. Section 55(5) of the Act read, *“A person who, or an enterprise which, contravenes subsection (4), is liable to pay the Commission—*
 - (a) in the case of a person, a penalty not exceeding one hundred thousand penalty units; or*
 - (b) in the case of an enterprise, a penalty not exceeding ten percent of that enterprise’s annual turnover.”*

Review of Complainants Proof of Payment⁸

It was submitted that:

18. The Commission reviewed the bank transfers made by the Complainant to the Respondent on 25th September 2024, 13th November 2024 and 14th November 2024, which revealed that the Complainant paid the Respondent instalments of K20,000.00, K6,000.00 and K7,174.00, respectively, bringing the total amount to K33,174.00 as part payment for the supply and installation of aluminium windows. **(See Annex 1 for details)**

⁸ Respondent’s receipt dated 15th May 2024

Review of the Complainant's Quotations

It was submitted that:

19. The Commission reviewed a quotation issued to the Complainant by the Respondent on 2nd August 2024, which revealed that the Respondent had charged the Complainant an amount of K69,840.00 for the installation of an aluminium window (6 meters high, 6 meters wide, and 5 millimetres thick). However, on 26th November 2024, the Respondent issued the Complainant a revised quotation of K126,000.00 as the first quotation had inaccurate measurements of the dimensions of the window thus the amount charged was increased. It was further revealed that on 28th November 2024, the Respondent issued the Complainant a third quotation of K100,800.00 revising the second quote from K126,000.00. **(See Annex 2 for details)**

Review of WhatsApp conversations

It was submitted that:

20. The Commission reviewed WhatsApp conversations between the Complainant and the Respondent's Mr. Fidelis Benzu Chiboola (Telephone number 0966455054) on 3rd December 2024, 4th December 2024 and 10th December 2024, respectively, which revealed that the Complainant had engaged the Respondent and requested for a refund as the quoted amount for the aluminium windows had been revised by the Respondent from K69,840.00 to K100,800.000. The WhatsApp conversations further revealed that on 10th December 2024, the Respondent had informed the Complainant that they would issue him the refund in 10 working days. **(See Annex 3 for details)**
21. **Further Submissions from the Complainant**

It was submitted that:

22. On 2nd July 2025, the Complainant submitted that on 30th July 2024, the Respondent visited his residence to conduct an assessment and take measurements of the location aluminium window was to be installed. The Complainant further submitted that after conducting the assessment of the window opening and measuring the dimensions, the Respondent issued him the quotation of K69,840.00 based on the measurements that they had taken at his residence on 30th July 2024.⁹

⁹ WhatsApp conversation between the Complainant and the Commission dated 2nd July 2025

23. On 26th August 2025, the Complainant submitted that on 25th August 2025, the Respondent issued him with a refund of K15,000.00. However, the Respondent had not informed him of when the remaining balance of K18,174.00 would be paid to him.¹⁰

Submissions to the Commission's Preliminary Report

It was submitted that:

24. Following the approval of the preliminary report, it was duly served on the Respondent and the Complainant on 7th August 2025 in order for them to make submissions to the report, if any. Both parties did not make any submissions to the preliminary report.

Relevant Findings

It was submitted that:

25. The Commission found that on 30th July 2024, the Respondent visited the Complainant's residence to conduct an assessment and measure where the aluminium window was to be installed.¹¹
26. The Commission found that on 2nd August 2024, the Respondent issued the Complainant a quotation of K69,840.00 for the supply and installation of an aluminium window (6 meters high, 6 meters wide, and 5 millimetres thick). (**See Annex 2**)
27. The Commission found that on 25th September 2024, the Complainant paid the Respondent an initial deposit of K20,000.00 and a second deposit of K6,000.00 on 13th November 2024. The Commission established that on 14th November 2024, the Complainant paid the Respondent a third deposit of K7,174.00 bringing the total amount paid to the Respondent by the Complainant to K33,714.00 as part payment for the supply and installation of an aluminium window (6 meters high, 6 meters wide, and 5 millimetres thick) at his residence at the cost of K69,840.00 in accordance with the quotation issued to the Complainant on 2nd August 2024.¹²
28. The Commission found that the Respondent later informed the Complainant that they could not install the aluminium window as the 5-millimetre glass thickness dimension that they had indicated on the initial quotation dated 2nd August 2024, were inaccurate.¹³

¹⁰ WhatsApp conversation between the Commission and the Complainant dated 26th August 2025

¹¹ Ibid

¹² Complainant's Proofs of Payments dated 13th November 2024, 14th November 2024 and 25th November 2025

¹³ Form IV dated 2nd January 2025

29. The Commission found that the Respondent proceeded to issue the Complainant a second quotation of K126,000.00 dated 26th November 2024 for the supply and installation of a window with a thicker glass of 6.38 millimetres. **(See annex 2 for details)**
30. The Commission found that on 28th November 2024, the Respondent issued the Complainant a third quotation in which the K126,000.00 quoted on 26th November 2024 was revised to K100,800.00. **(See annex 2 for details)**
31. The Commission found that the Complainant requested for a refund from the Respondent as the amount charged for the supply and installation of the window had increased from the K69,840.00 to K126,000.00 which was then reduced to K100,800.00.
32. The Commission found that the Respondent had refunded the Complainant K15,000.00 leaving a balance of K18,174.00.¹⁴

Previous Cases involving the Respondent

It was submitted that:

33. A review of the Respondent's case file revealed that there were no previous cases against the Respondent in which they were found to have violated Section 49(5) of the Act.

Analysis of Conduct

It was submitted that:

34. In analysing the case for possible violation of Section 49(5), the following assessment tests were used;

Whether the Respondent was a “person” or an “enterprise”;

35. The Respondent was an enterprise. Refer to paragraph 14 above.

Whether the Complainant was a consumer;

36. The Complainant was a consumer. Refer to paragraph 13 above.

Whether the Respondent supplied a particular service to a consumer;

37. The Act defined “supply” as, “includes in relation to goods, the supply, including resupply, by way of sale, exchange, lease, hire or hire purchase of the goods;”. The

¹⁴ Proof of payment submitted by the Complainant dated 26th August 2025

Act also defined “service” as, “includes the sale of goods, where the goods are sold in conjunction with the rendering of a service”.¹⁵ The Commission established that the Complainant engaged the Respondent and paid a total amount of K33,174.00 as part payment for the supply and installation of an aluminium window as evidenced by the proof of payments.¹⁶ Therefore, the supply of the glass in question qualified as a service because it was to be accompanied by installation services.

Whether the Respondent supplied the service to the consumer with reasonable care and skill or within a reasonable time or, if a specific time was agreed, within a reasonable period around the agreed time;

38. The assessment of Section 49(5) had more than one component and the analysis of the case under review focused on the aspects of; “*whether the Respondent supplied a service to the Complainant with reasonable care and skill*”.
39. According to Black’s Law Dictionary¹⁷ reasonable care was defined as, “*a test of liability for negligence, the degree of care that a prudent and competent person engaged in the same line of business or endeavour would exercise under similar circumstances*”. The dictionary further defined reasonable skill as, “*such skill as ordinarily possessed and exercised by persons of common capacity engaged in the same business or employment*”. Further, Black’s Law Dictionary defined duty of care as, “*the duty to act with diligence and the prevailing standards for the locality for the kind of work performed and to use any special skills the actor has to perform the work*”. Duty of care was a legal obligation which was imposed on an individual, requiring adherence to the standard of reasonable care while performing any acts that could foreseeably harm others. Duty of care was the first element to be established to proceed with an action in negligence.¹⁸ The Commission established that reasonable care and skill was such care and skill as an ordinarily prudent person or competent body would exercise under the conditions existing at the time an act was required to be performed.
40. In the case under review, the Commission established that on 2nd August 2024, the Complainant engaged the Respondent to supply and install an aluminium window at his residence in Chamba valley and the Respondent quoted him K69,840.00 after the Respondent took the measurements on 30th July 2024. The Commission established that as at 14th November 2024, the Complainant had paid the Respondent an amount of K33,174.00 in total. The Commission established that on a date unknown but between 14th November 2024 and 26th November 2024, the Respondent informed the Complainant that they could not install the

¹⁵ Competition and Consumer Protection Act No. 24 of 2010

¹⁶ Complainant’s Proofs of Payments dated 13th November 2024, 14th November 2024 and 25th November 2025

¹⁷ Black’s Laws Dictionary, 8th Edition, 2004

¹⁸ <https://lawhandbook.sa.gov.au/ch01s05.php>

glass of 5-millimetres as the dimensions were inaccurate as such the glass would collapse if they proceeded to install it in the window. The Commission established that the Respondent issued the Complainant a second quotation for the supply of a thicker glass of 6.38 millimetres on 26th November 2024. The Commission established that the second quotation of K126,000.00 issued to the Complainant on 26th November 2024, by the Respondent was more than twice the cost of the first quotation of K69,840.00 that the Respondent had initially issued the Complainant. The Commission further established that on 28th November 2024, the Respondent reduced the amount of K126,000.00 indicated on the second quotation thus issuing the Complainant a third quotation amounting to K100,800.00.

41. The Commission also established that upon receipt of the second quotation, the Complainant requested for a full refund from the Respondent as he was not agreeable to paying the amount of K126,000.00.¹⁹ The Commission, therefore, found that the Respondent had wrongly quoted the Complainant for the supply and installation of an aluminium window and only informed the Complainant of the error after he had made a deposit of K33,174.00 towards the total amount of K69,840.00 which he was quoted. The Commission established that the Respondent possessed the technical expertise and skill to issue the Complainant with a quotation with the right dimensions of the glass required for the installation and the correct cost for the service, as they had visited the Complainant's residence to assess the scope of the work and measured the window opening where they were required to install the aluminium window. However, the Respondent failed to issue the Complainant accurate dimensions of the glass and consequently the cost of the service.
42. In view of the foregoing, the Commission established that the Respondent did not offer the service to the Complainant with reasonable care and skill and hence was in violation of Section 49(5) of the Act. The Commission established that the error in the thickness of the glass required and therefore the cost for the supply and installation of the glass, fell short of the duty of care that the Respondent needed to apply when quoting for the installation of the aluminium window.
43. The Commission noted that the Respondent refunded the Complainant K15,000.00 on 25th August 2025, leaving a balance of K18,174.00. However, this does not absolve the Respondent of violation of Section 49(5) of the Act because the breach of Section 49(5) had already occurred. The Commission's position is supported by the Competition and Consumer Protection Commission Tribunal

¹⁹ What's app conversation between the Respondent and the Complainant dated 3rd December 2024

(“Tribunal”) ruling in the case, **Competition and Consumer Protection Commission vs Yembe Driving School, 2018**. In the aforementioned case, the Tribunal had the following to say; “*We are in agreement with the Applicant’s argument in paragraph 8 of its affidavit in reply that the act of refunding the Complainant let alone a part refund, does not absolve the Respondent of the breach of Sections 48(1) and 53(1) of Act No. 24 of 2010. This is because the breach of Section 48(1) would have already taken place...*” Similarly in this case, the breach of Section 49(5) occurred in August 2024, when the Respondent issued the first quotation to the Complainant whilst the partial refund was only made in August 2025.

44. In analysing the case for possible violation of Section 55(4)(a) of the Act, the following assessment tests were used;

Whether the Respondent was a “person” or an “enterprise”;

45. The Respondent was an enterprise. Refer to paragraph 14 above.

Whether the Respondent furnished the Commission, in a statement signed by a director or member or other competent officer, employee or agent of the Respondent, within the time and in the manner specified in the notice, any information pertaining to any matter specified in the notice which the Commission considers relevant to the investigation;

46. The Commission’s NoI and its accompanying letter were served on the Respondent on 26th February 2025 and were duly acknowledged by the Respondent. (**See Annex 4**). However, the Respondent did not avail the Commission with any response in the 14 days stipulated by law. Therefore, the Respondent violated Section 55(4)(a) of the Act.

Board Deliberation

47. Having considered the facts, evidence and submissions in this case, the Board resolves that the Respondent engaged in unfair trading practices thus violated Section 49(5) of the Act, as they possessed the technical expertise and skill to issue the Complainant with a quotation with the right dimensions of the glass required for the installation and the correct cost for the service, as they had visited the Complainant’s residence to assess the scope of the work and measured the window opening where they were required to install the aluminium window; however, they failed to issue the Complainant accurate dimensions of the glass and consequently the cost of the service. Furthermore, the Board resolves that the Respondent violated Section 55(4)(a) of the Act as they did not respond to the Commission’s NoI.

Board Determination

48. The Facts and evidence of this case have shown that the Respondent violated Section 49(5) and Section 55(4) of the Act.

Board Directives

56. The Board hereby directs that:

- i. The Respondent refunds the Complainant a total amount of K18,174.00 within 10 days of receipt of the Board Decision in accordance with Section 49(7) of the Act;
- ii. The Respondent is penalized 0.5% of their annual turnover for 2024 for violating Section 49(5) of the Act in accordance with Section 49(6) of the Act and the Competition and Consumer Protection Commission Guidelines for Administration of Fines, 2019 **Refer to Annex 5**;
- iii. The Respondent is penalized 0.5% of their annual turnover for violation of Section 55(4)(a) of the Act in accordance with Section 55(5)(b) of the Act; and
- iv. The Respondent submits their audited annual books of accounts for 2024 to the Commission for calculation of the actual penalties within 30 days of receipt of the Board Decision in accordance with Section 58(1) of the Act.

Note: any party aggrieved with this order or directive may, within thirty (30) days of receiving this order or directive, appeal to the Competition and Consumer Protection Tribunal (CCPT).

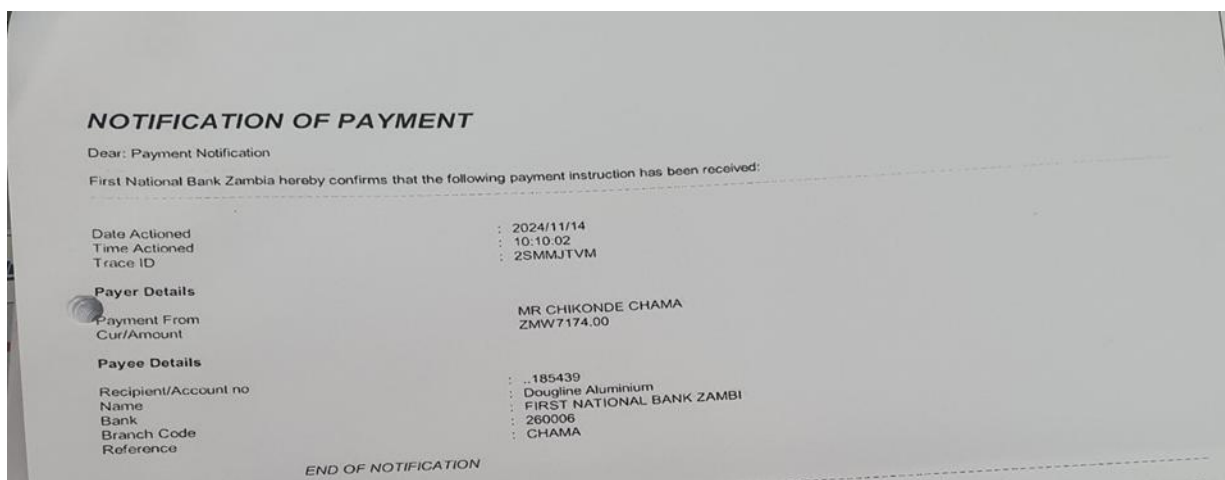
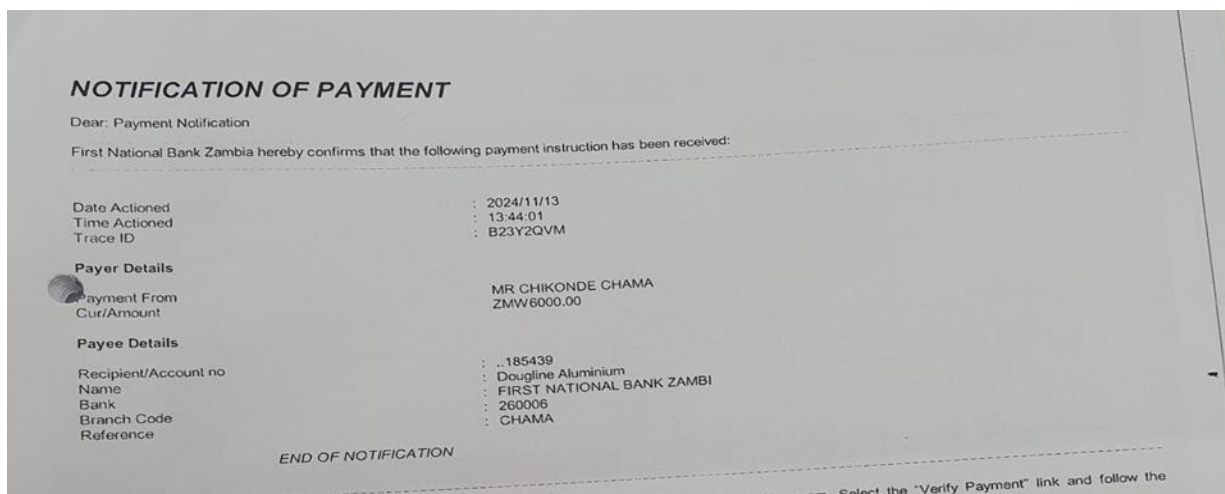
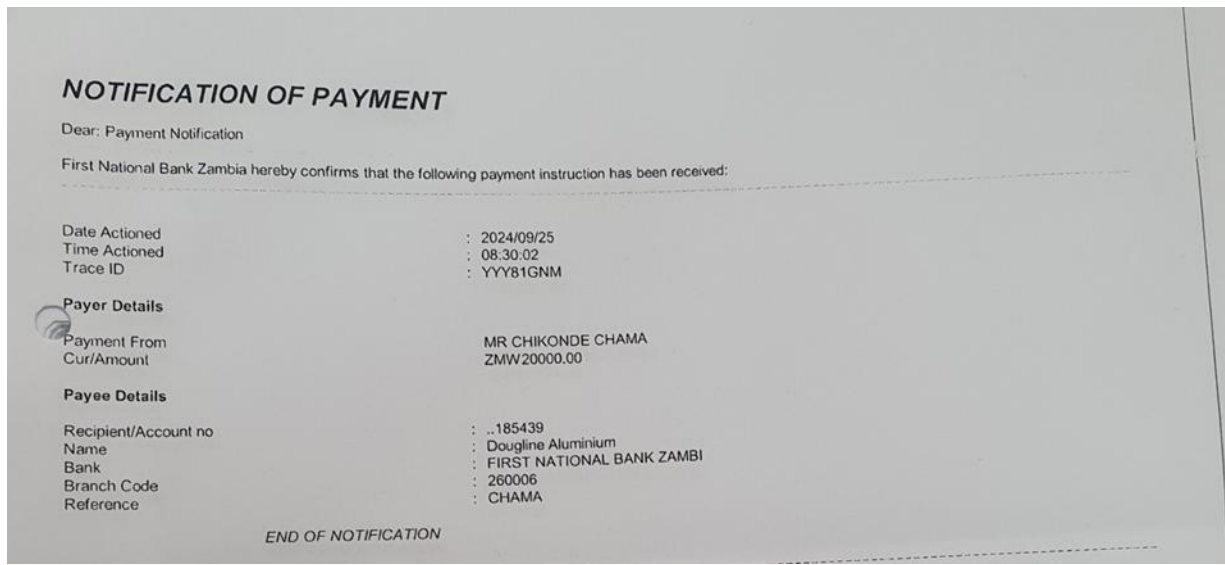
Dated this 16th February 2026

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Chairperson

Competition and Consumer Protection Commission

Annex 1-Photos of Payment Notifications made by the Complainant



Quotation issued on 26th November 2024

609/E/48/0/4/2, off Hybrid Road, Chamba Valley, Lusaka.

DACZL
DOUGLINE ALUMINIUM & CONTRACTORS (Z) LTD
 Dealers And installers of Aluminium & Glass Products, Wall & Aluminium Cladding, Suspended And PVC Ceilings, Rhino Ceiling Floor And Wall Tiles, Kitchen Cabinets, Dry Partitions, Hardware And General Construction Works.
 Cell: +260 977 765 386
 +260 954 740 027
 Tel: 021 2210131
 Email: douglinealid@gmail.com

Plot No. LUS 14129
 Near MINE'S GAR WASH
 Along Kafue Road
 Lusaka - Zambia

QUOTATION
 TPIN: 180313843E

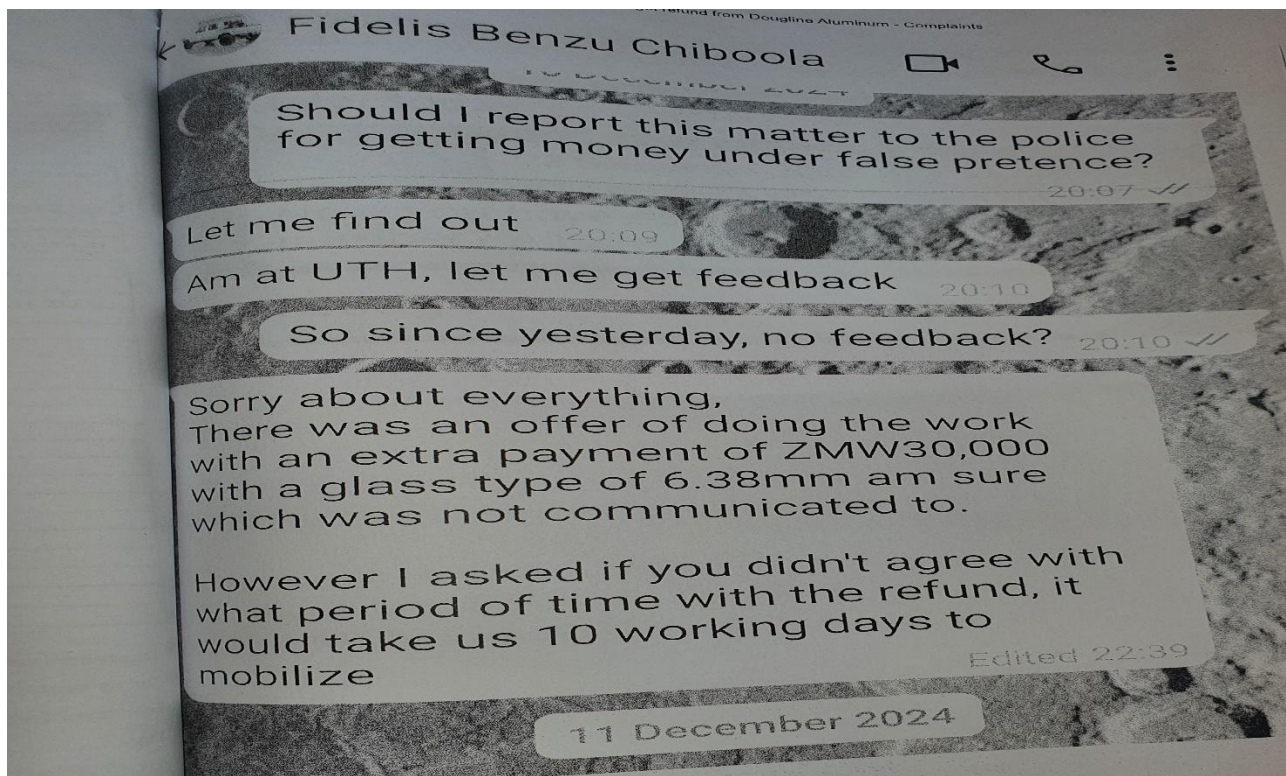
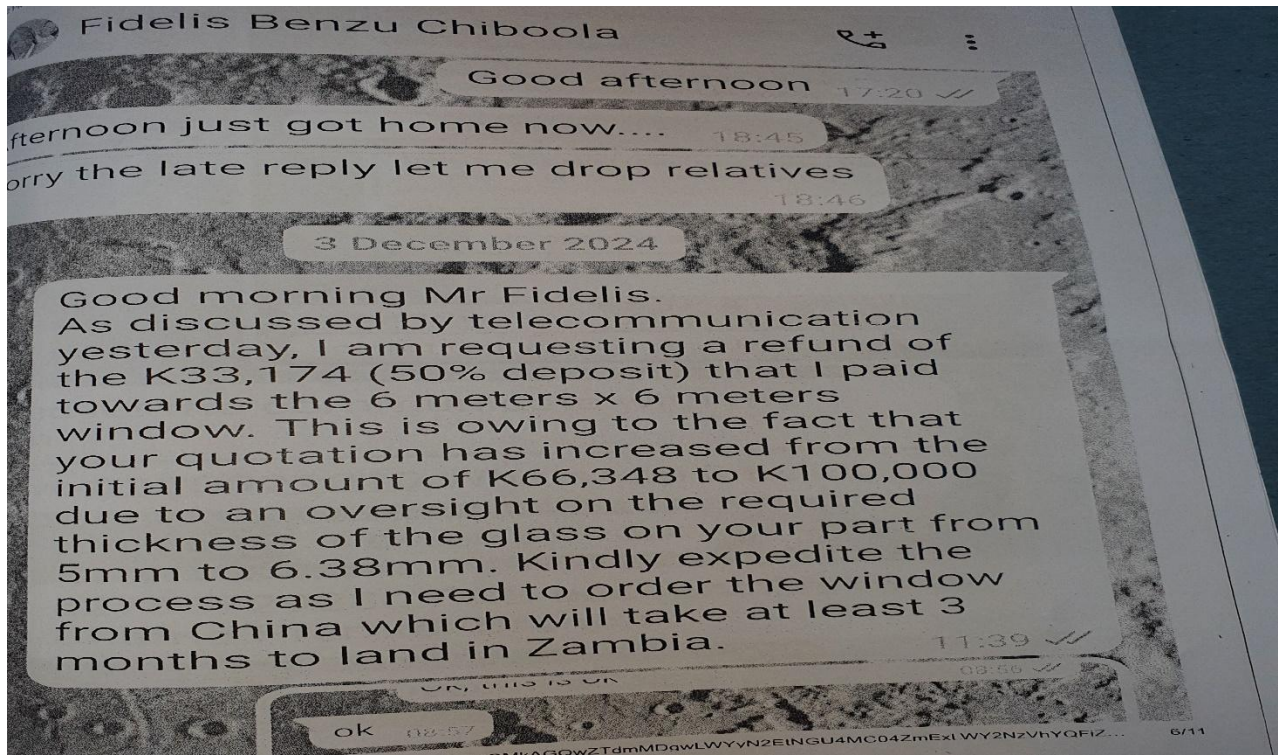
Client: **MR CHAMA**
 Your Office: **Silverst Lusaka**
 No. DACZL: **838**
 Date: **26-11-2024**

ALUMINIUM COLOUR: **BROWN** GLASS THICKNESS: **6-29**
 GLASS COLOUR: **CLEAR LAMINATED** PROFILE: **SOUTH AFRICA**

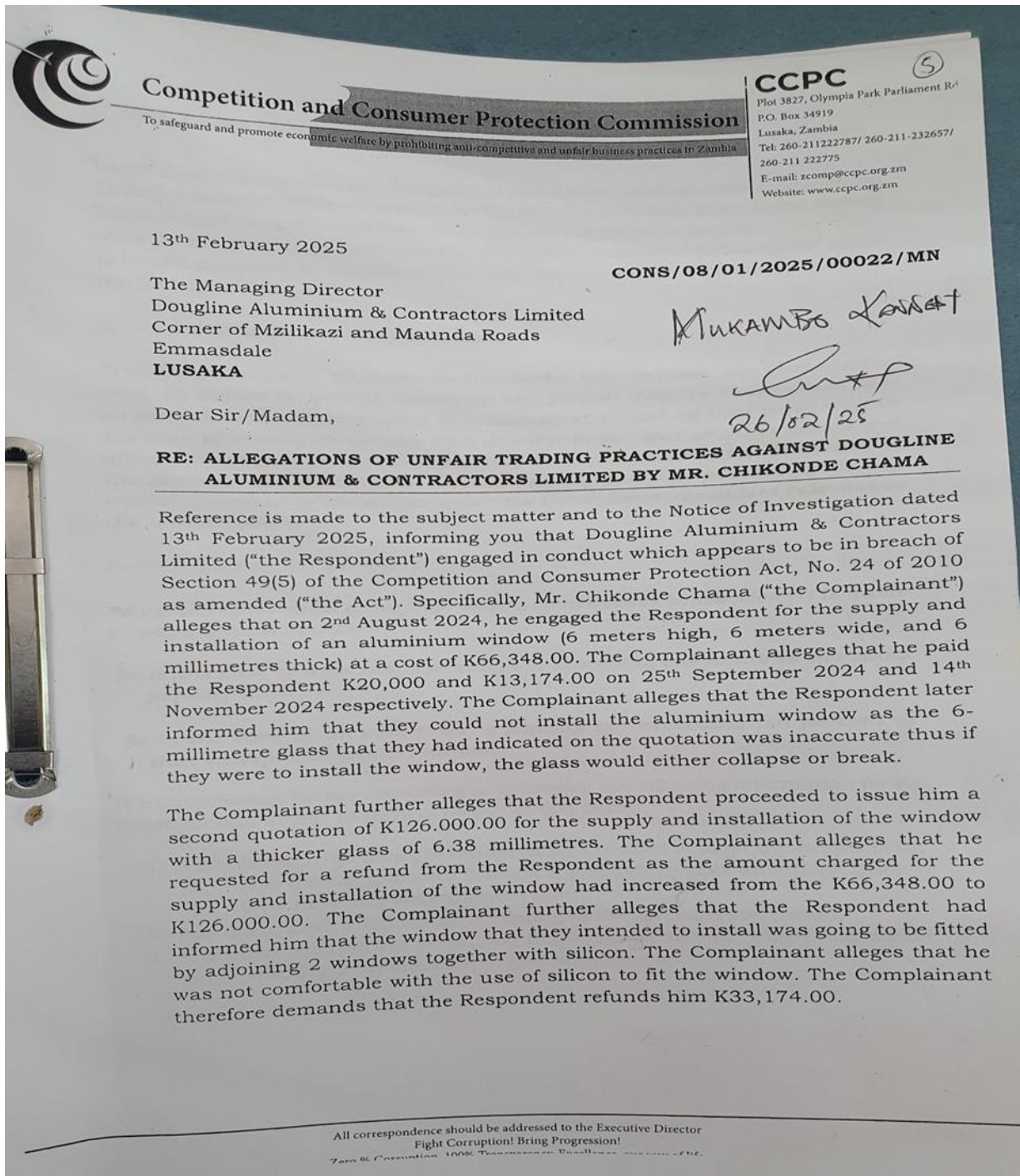
DESCRIPTION	WIDTH	HEIGHT	SQM	QTY	TOTAL AMOUNT
Curtain Walling	6000	6000	36.00	1	K126,000
SUB TOTAL					K126,000
TOTAL					K126,000

Quotation valid for **7** days @.....%
 Term of payment: **Cash**
 Prepared By: **Beatrice Mwikwa**
 Sign: **B. Anillo**

Annex 3 – WhatsApp Conversations between the Complainant and the Respondent



Annex 4 - Proof of Service of the NoI



Annex 5 - Calculation of the Penalty

The calculation of the recommended penalty was determined as follows-

- (a) The Competition and Consumer Protection Act No. 24 of 2010: Guidelines for Administration of Fines 2019 sets a base of 0.5% for offences relating to Part VII of the Act with the following caps;**

Offence	Starting Penalty	Maximum Penalty in Kwacha
Unfair trading practice	0.5% of turnover	
False or misleading representation		<ul style="list-style-type: none"> • 3,333.33 for turnover upto 166,666.67
Price Display		<ul style="list-style-type: none"> • 3,333.33 for turnover above 166,666.67 upto 833,333.33
Supply of defective and unsuitable goods and services		<ul style="list-style-type: none"> • 133,333.33 for turnover above 833,333.33 upto 1,666,666.67
Section 49 except for Section 49(1)		<ul style="list-style-type: none"> • 233,333.33 for turnover above 1,666,666.67 upto 5,000,00 • K500,000 for turnover above 5,000,000 up to 10,000,000 • 666,666.67 for turnover above 10,000,000 upto K16,666,666.7

		• 1,666,666.67 for turnover above 16,666,666.7
Display of Disclaimer	0.5% of turnover	K100,000

(b) The Competition and Consumer Protection Act No. 24 of 2010: Guidelines for Administration of Fines – further provides for additions as follows-

- (i) The starting point of a financial penalty will be a penalty of not less than 0.5% of annual turnover for first time offenders.
- (ii) The starting point of a financial penalty for a repeat offender will be the previous penalty charged by the Commission.

(c) Whether the Respondent is a repeat offender under Section 49(5);

The Commission’s review of the case file for Dougline Aluminium & Contractors Zambia Limited shows that the Respondent is a first-time offender of this Provision of the Act. As such the penalty will be set as 0.5%.